

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 1	DATE 12/18/02
		TO LEASE NO. GS-02B-23244	
ADDRESS OF PREMISES: 601 West 26 th Street, New York, N.Y.			
THIS AGREEMENT , made and entered into this date by and between 601 West Associates, L.L.C., whose address is: 601 West 26 th Street Suite 1260 New York, N.Y. 10001 hereinafter called the Lessor, and the UNITED STATES OF AMERICA , hereinafter called the Government: WHEREAS , the parties hereto desire to supplement the above Lease to provide for the Government's planned contribution toward tenant improvement costs. NOW THEREFORE , these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective <u>November 18, 2002</u> , as follows: The Lessor and the Government hereby acknowledge that the Government will obligate (b) (4), (b) (5) towards the planned construction of space alterations at the 601 West 26 th Street location. In the event that the parties hereto come to an agreement for the Lessor to contract for the Government's proposed construction alterations, the Government shall reimburse the Lessor (either via a single lump-sum or by progress payments which will be determined by future negotiations) upon completion of the construction alterations, acceptance by the Government and submission of a proper invoice by the Lessor. The final price for the construction alterations will be established by negotiations and will be more particularly set forth in the future via a supplemental lease agreement. Additionally, neither party shall be bound to the other with respect to the planned alterations until a mutually satisfactory supplemental lease agreement is entered into with respect thereto. All other terms and conditions of the Lease shall remain in full force and in effect. IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSEE: 601 West Associates, LLC BY: [Redacted] IN PRESENCE OF: [Redacted] [Redacted] [Redacted] 601 W. 26 th ST. NY, NY 10001 (Address) Mark Karasick By: SLB Manager LLC Managing Member By: SLB Manager Corp. Managing Member Mark Karasick, President UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION (b) (6) Contracting Officer (Official Title)			

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 2

DATE
1/14/03

TO LEASE NO. GS-02B-23244

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, under a Declaration of Taking that was in effect from September 18, 2001 through and including November 3, 2002, the Government occupied 75,102 rentable square feet (RSF) of office and office related space, along with parking space, at 601 West 26th Street, New York, N.Y. (the "Building"), as described in Exhibit "D" to the Lease; and

WHEREAS, the parties hereto acknowledge and agree that the Government paid rent to 601 West Associates LLC during the time that the Declaration of Taking was in effect at the rate of (b) (4), (b) (5) per month or (b) (4), (b) (5) in total for the time period commencing on September 18, 2001 through and including November 17, 2002, as described in Paragraph No. 43.2 or the Rider to the Lease; and

continued

All other terms and conditions of the Lease shall remain in force and in effect.

(b) (6) parties subscribed their names as of the above date.
LLC.
SLB Manager LLC, Managing Member
SLB Manger Corp., Managing Member, President

IN PRESENCE OF
(Signature)

(Title)

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

(b) (6)

Contracting Officer

(Official Title)

WHEREAS, the parties hereto acknowledge and agree that the Government is due a rental credit in the amount of \$(b) (4), (b) (5) for the overpayment of rent made by the Government that exceeded the rent agreed to under the Declaration of Taking, for the time period covering November 4, 2002 through and including November 17, 2002; and

WHEREAS, the parties hereto acknowledge and agree that 601 West Associates LLC., is due a rental credit in the amount of \$(b) (4), (b) (5) which represents additional rent owed by the Government during a portion of the Declaration of Taking period (September 18, 2001 through and including September 17, 2002), in accordance with Paragraph No. 43.1 of the Rider to the Lease; and

WHEREAS, the parties hereto acknowledge and agree that 601 West Associates LLC., is due a credit in the amount of \$(b) (4), (b) (5) which represents the Government's electrical usage at the Premises for the time period covering September 18, 2001 through and including September 30, 2002 and that there is no additional charge to the Government for electrical usage for the time period of October 1, 2002 through and including November 11, 2002; and

WHEREAS, the parties hereto desire to supplement the above Lease to provide for the reconciliation of rent and tenant electrical usage charges as described above.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **December 31, 2002**, as follows:

- 1) The parties hereto agree that the Government owes 601 West Associates LLC., the amount of \$(b) (4), (b) (5), which has been calculated as follows:

\$(b) (4), (b) (5) - Credit due the Government for overpayment of rent made under the Declaration of Taking, for the time period of November 4, 2002 through and including November 17, 2002, in accordance with Paragraph No. 43.2 of the Lease.

\$(b) (4), (b) (5) - Credit due 601 West Associates LLC., for additional rent owed by the Government covering the time period of September 18, 2001 through and including September 17, 2002, calculated in accordance with Paragraph No. 43.1 of the Rider to the Lease.

(2)

Lessor

Government

\$ [REDACTED] - Credit due 601 West Associates LLC., which represents the Government's electrical usage at the Premises for the time period covering September 18, 2001 through and including September 30, 2002. Additionally, there is no additional charge to the Government for electrical usage for the time period of October 1, 2002 through and including November 11, 2002.

- 2) Upon receipt of an invoice from the Lessor in proper form the Government agrees to pay the Lessor in a one-time lump-sum payment the amount of \$(b) (4), (b) (5) as payment in full for additional rent and electric charges calculated in accordance with this SLA No. 2.
- 3) Upon receipt of payment the Lessor shall release the Government from any additional payments having to do with the Government's occupancy at the Premises for the period covering September 18, 2001 through and including November 3, 2002.

(3)

Lessor

Government

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT		SUPPLEMENTAL AGREEMENT NO. 3	DATE 9/26/03						
ADDRESS OF PREMISES: 601 West 26 th Street, New York, N.Y.		TO LEASE NO. GS-02B-23244							
<p>THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C., whose address is 601 West 26th Street Suite 1260 New York, N.Y. 10001</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto agree that the cost for the work described in the contract between 601 West Associates, LLC and (b) (4) dated August 13, 2003 (the (b) (4)) and more fully described on Exhibit "A" attached hereto (the "Lessor's Work") totals \$(b) (4) (which may be adjusted by reason of approved change orders); and</p> <p>WHEREAS, in accordance with Article No. 46.2(b) of the Lease, the parties hereto have agreed that the Lessor is entitled to receive costs and fees (the "Lessor's Soft Costs") in addition to the negotiated cost of the Lessor's Work in an amount not to exceed () of the cost of Lessor's Work; and</p> <p>WHEREAS, based on a \$(b) (4) cost of Lessor's Work the Lessor's Soft Costs have been calculated to be in the amount of \$(b) (4) (which may be adjusted by reason of approved change orders).</p> <p style="text-align: right;">continued</p> <p>All other terms and conditions of the Lease shall remain in force and in effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR 601 West Associates, LLC</p> <table border="0"><tr><td>(b) (6)</td><td>Manager LLC, Managing Member</td></tr><tr><td>(b) (6)</td><td>er Corp., Managing Member, President</td></tr><tr><td>(b) (6)</td><td>(b) (6)</td></tr></table> <p>_____ (Signature) (Title)</p> <p>IN PRESENCE OF</p> <p>_____ (Signature) (Address)</p> <p>UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION</p> <p>_____ (b) (6)</p> <p>BY _____ Contracting Officer (Signature) (Official Title)</p>				(b) (6)	Manager LLC, Managing Member	(b) (6)	er Corp., Managing Member, President	(b) (6)	(b) (6)
(b) (6)	Manager LLC, Managing Member								
(b) (6)	er Corp., Managing Member, President								
(b) (6)	(b) (6)								

1

Lessor _____
Government _____

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **September 26, 2003**, as follows:

1) In accordance with the (b) (4) [REDACTED], the Lessor's Work and the Lessor's Soft Costs the parties hereto agree that the total aggregate cost to the Government for the Government's requested Tenant's Improvements (as set forth in Exhibit "E" to the Lease) is in the amount of (b) (4), (b) (5) [REDACTED] (which may be adjusted by reason of approved change orders).

2) In accordance with the terms and conditions set forth in the (b) (4) [REDACTED] the parties hereto agree that the Government shall pay Lessor the amount of (b) (4), (b) (5) [REDACTED] in the event of an early completion of Lessor's Work (as more fully described in the (b) [REDACTED]). Additionally, the parties hereto also agree that the Government (4) may reduce by \$ (b) (4), (b) [REDACTED] the amount owed to Lessor for the payment of Lessor's Work in the event of a late completion of Lessor's Work (as more fully described in the (b) (4) [REDACTED]).

3) The parties hereto agree that payment by the Government to the Lessor for all items listed within this Supplemental Lease Agreement No. 3 shall be made in accordance with the terms and provisions set forth in the Lease.

2

Lessor

Government

**EXHIBIT "A" TO SUPPLEMENTAL LEASE AGREEMENT NO. 3 TO LEASE
No. GS-02B-23244**

- 1) Construction Proposal letter dated June 9, 2003 from (b) (4) to Owner's representative.
- 2) Clarifications letter dated June 9, 2003 from (b) (4) to Owner's representative.
- 3) Revised Construction Proposal letter dated June 10, 2003 from (b) (4) to Owner's representative.
- 4) Revised Construction Proposal letter dated July 7, 2003 from (b) (4) to Owner's representative including Contract Trade Cost Summary.
- 5) Unit Prices dated 4/29/03 identified 16010-23 to 16010-27 and 15010-22.
- 6) Schedule A List of Drawings pages 1 and 2.

(3)

Lessor

Government

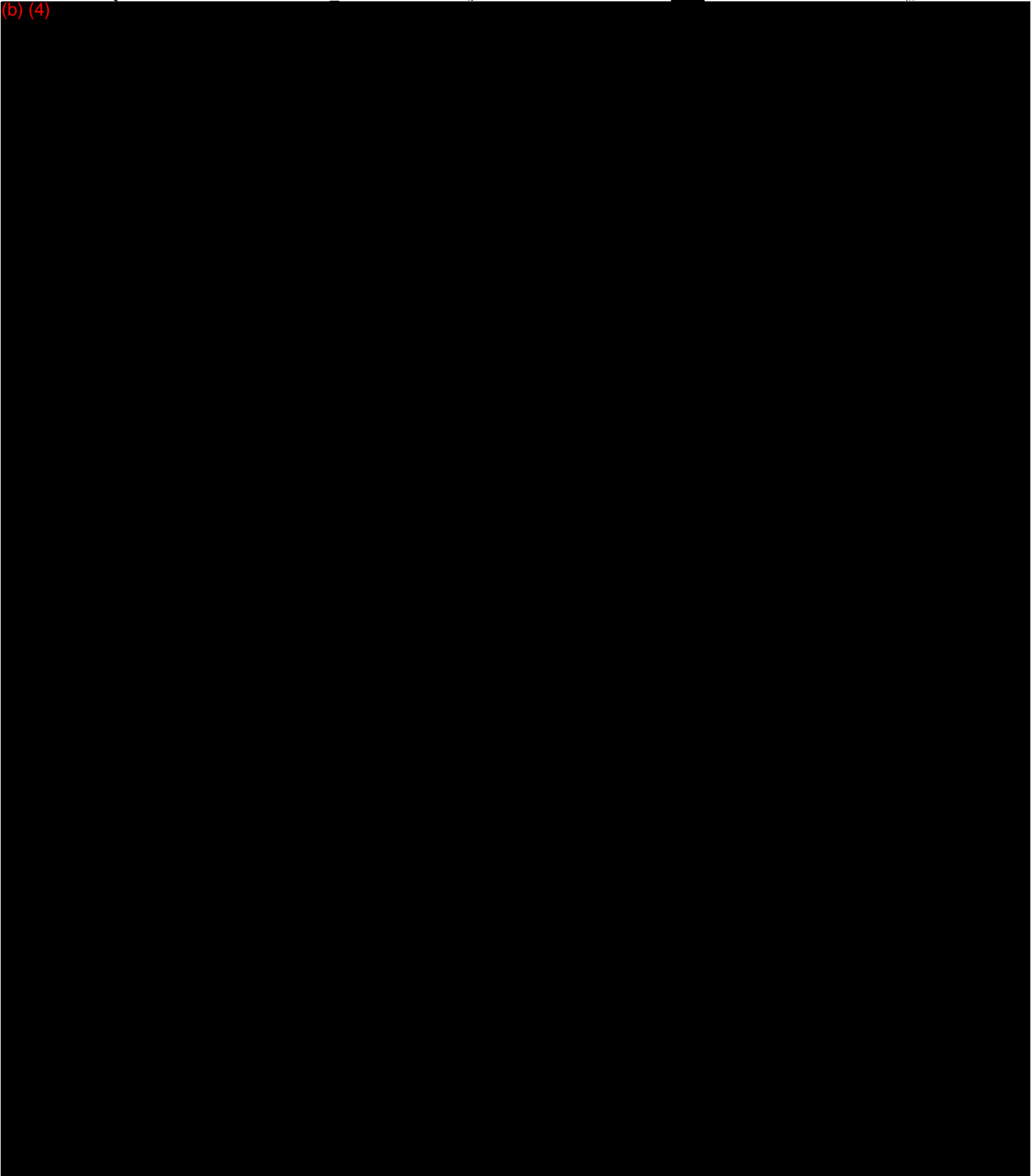
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Lessor 

Government 

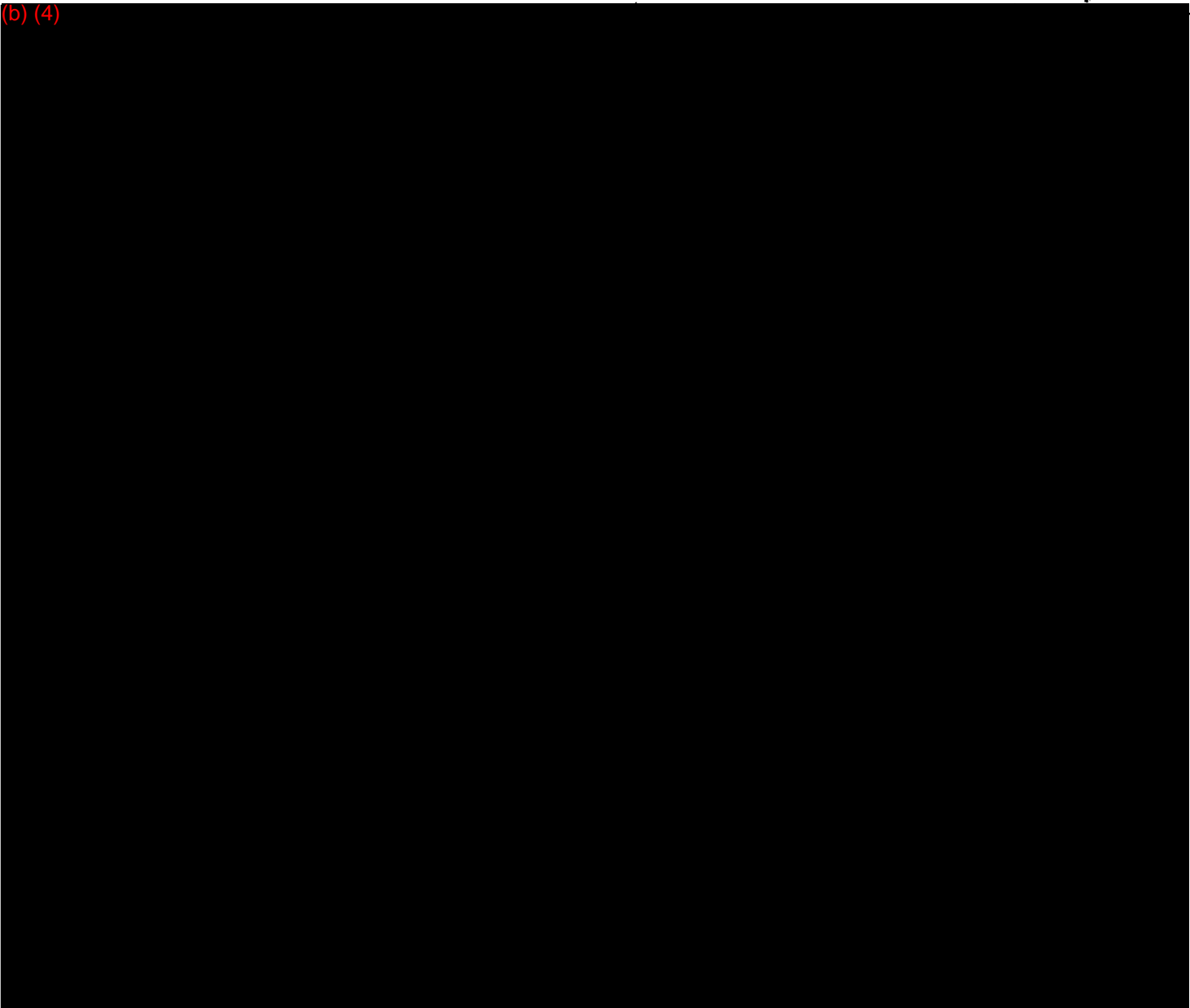
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Lessor 
Government 

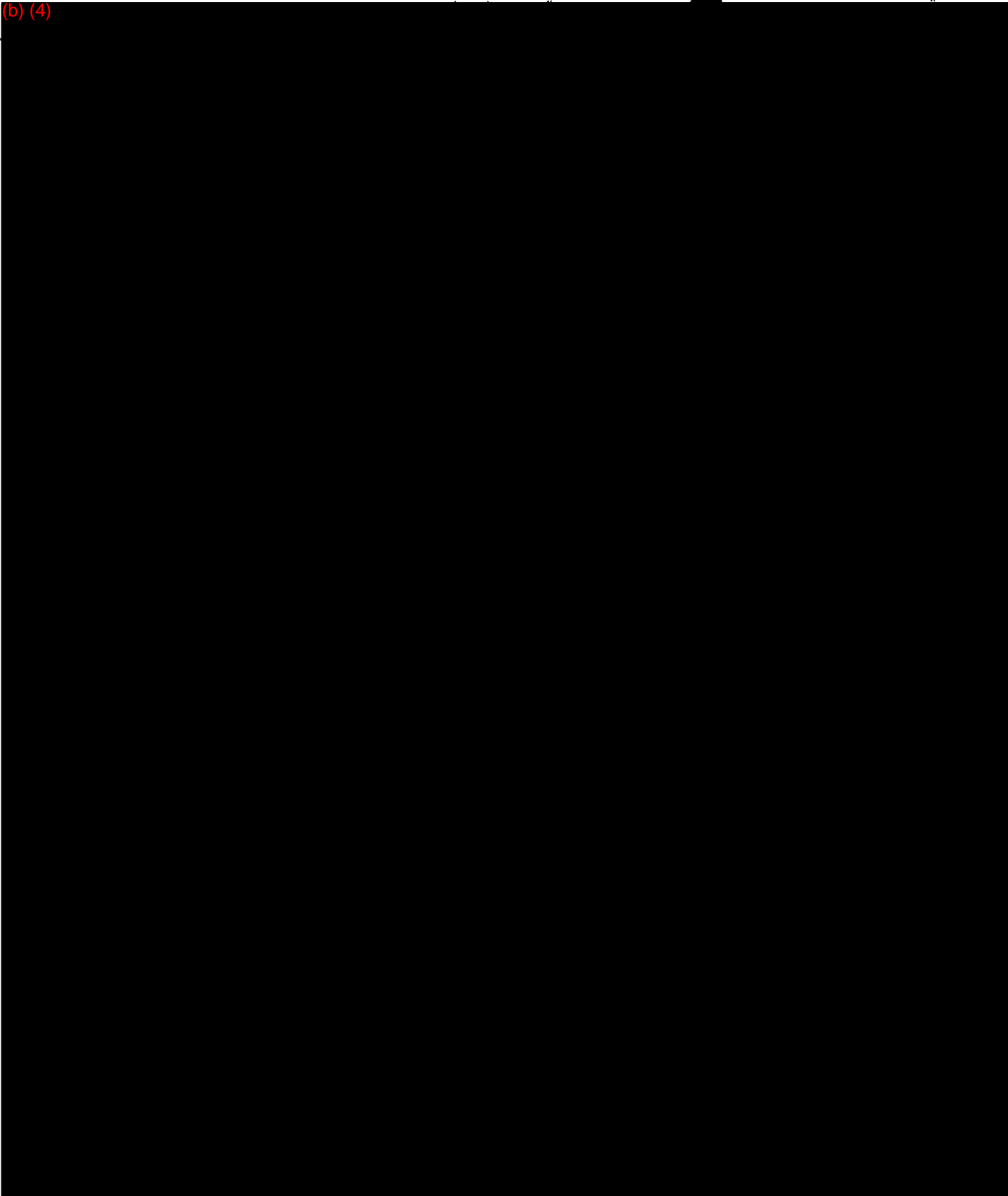
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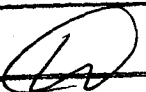
Lessor: 
Government 

(b) (4)

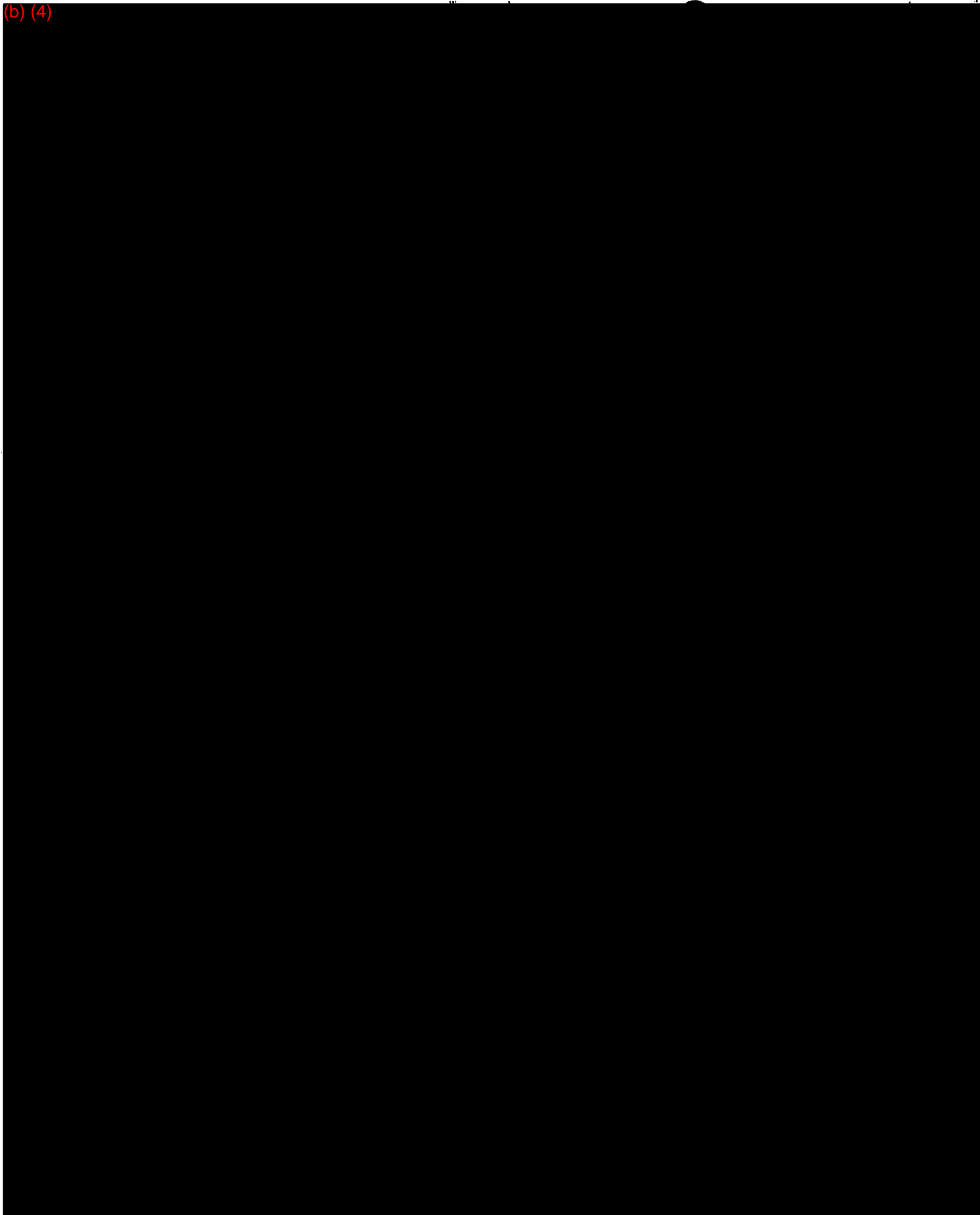


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Lessor 
Government 

(b) (4)



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Lessor 
Government 

(b) (4)



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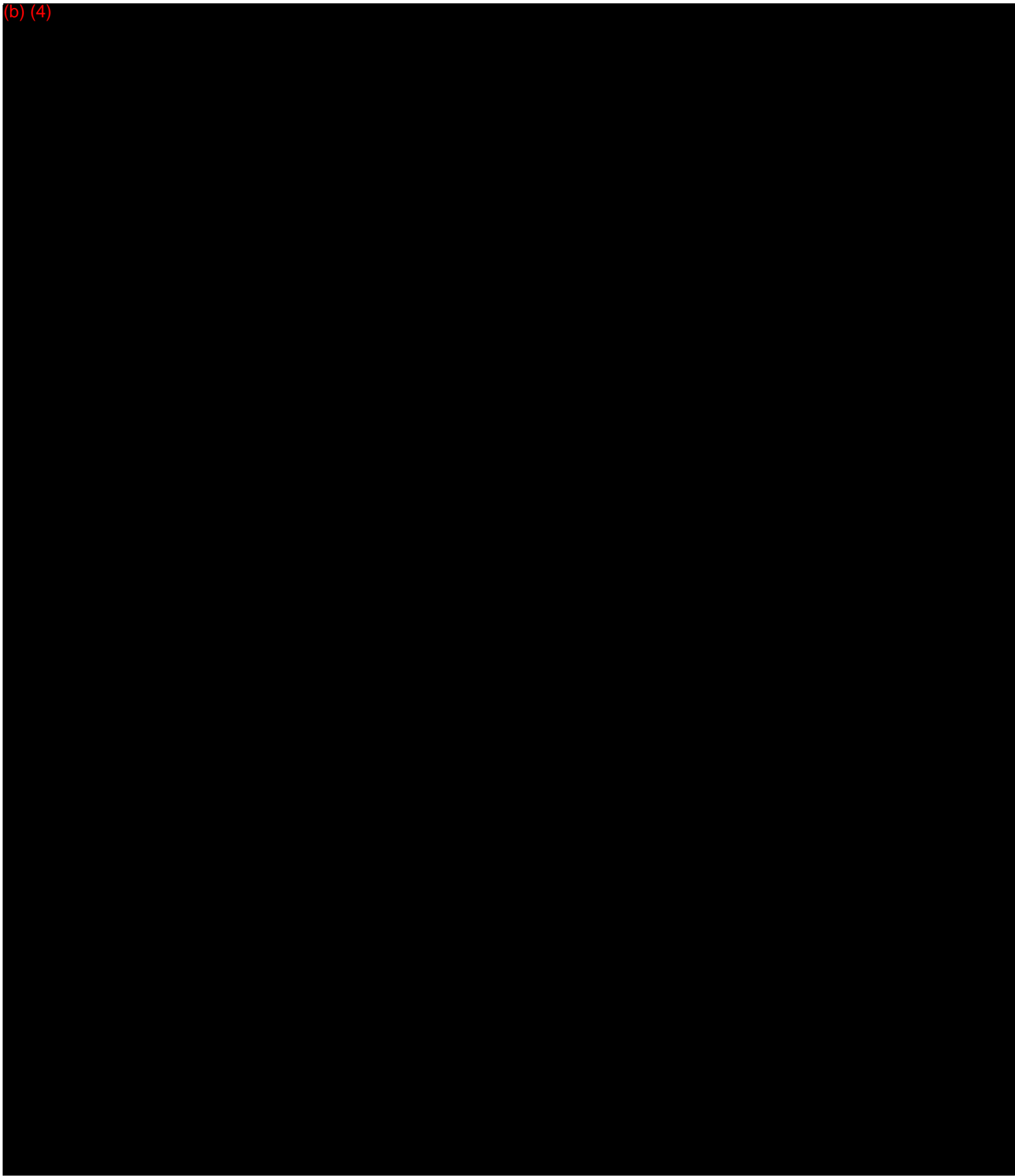
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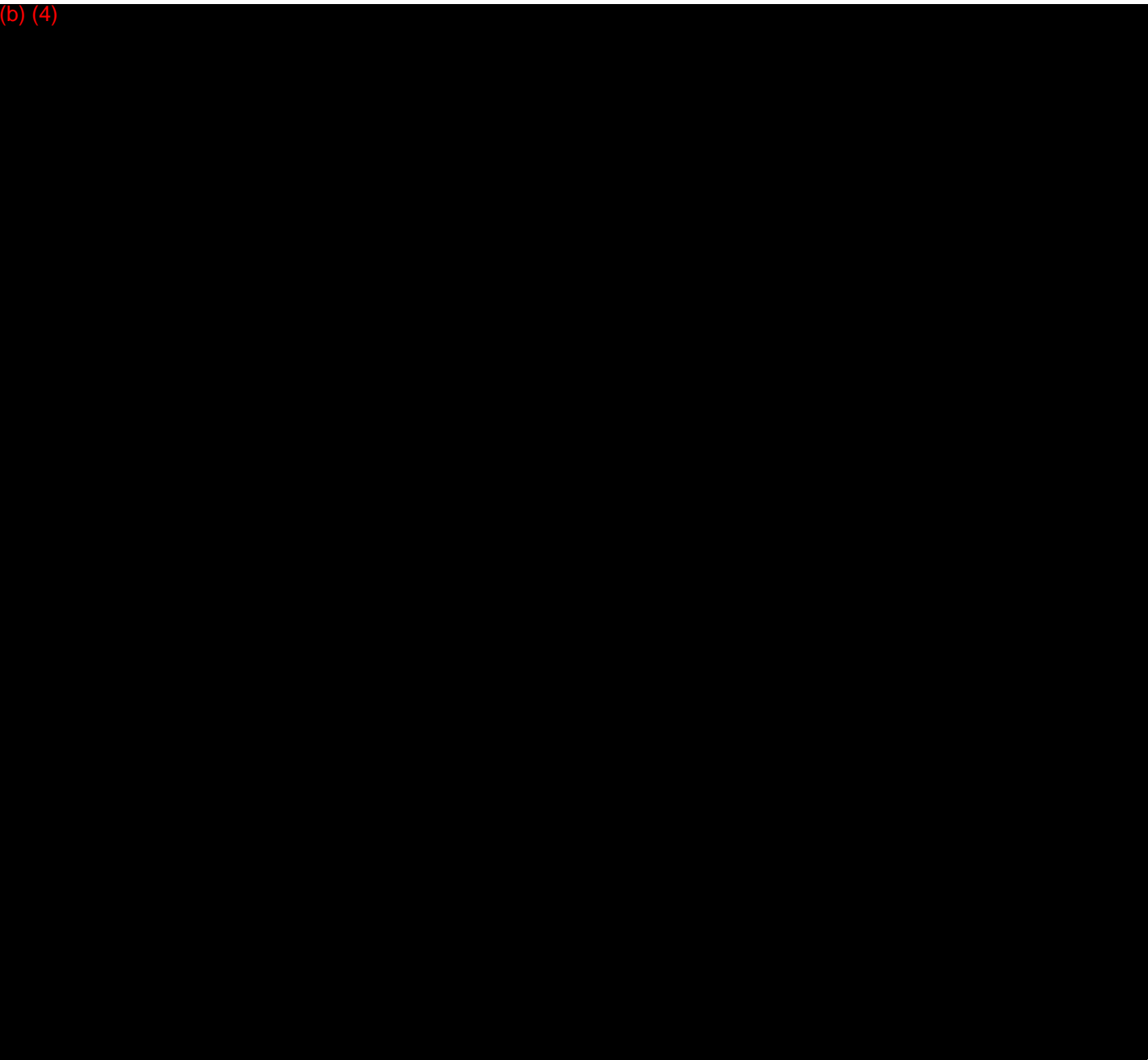
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Lessor _____
Government _____

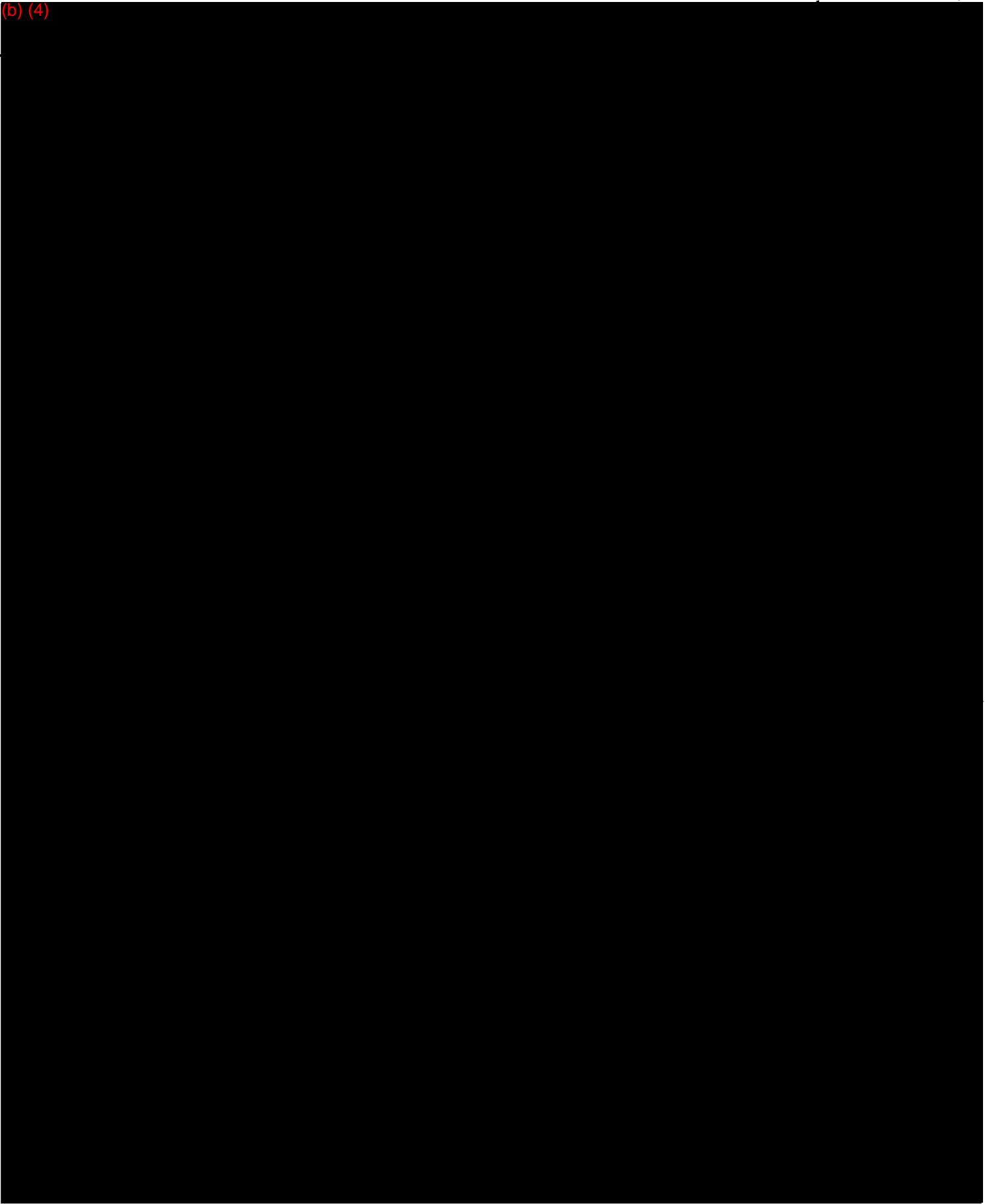
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Lessor 
Government 

(b) (4)

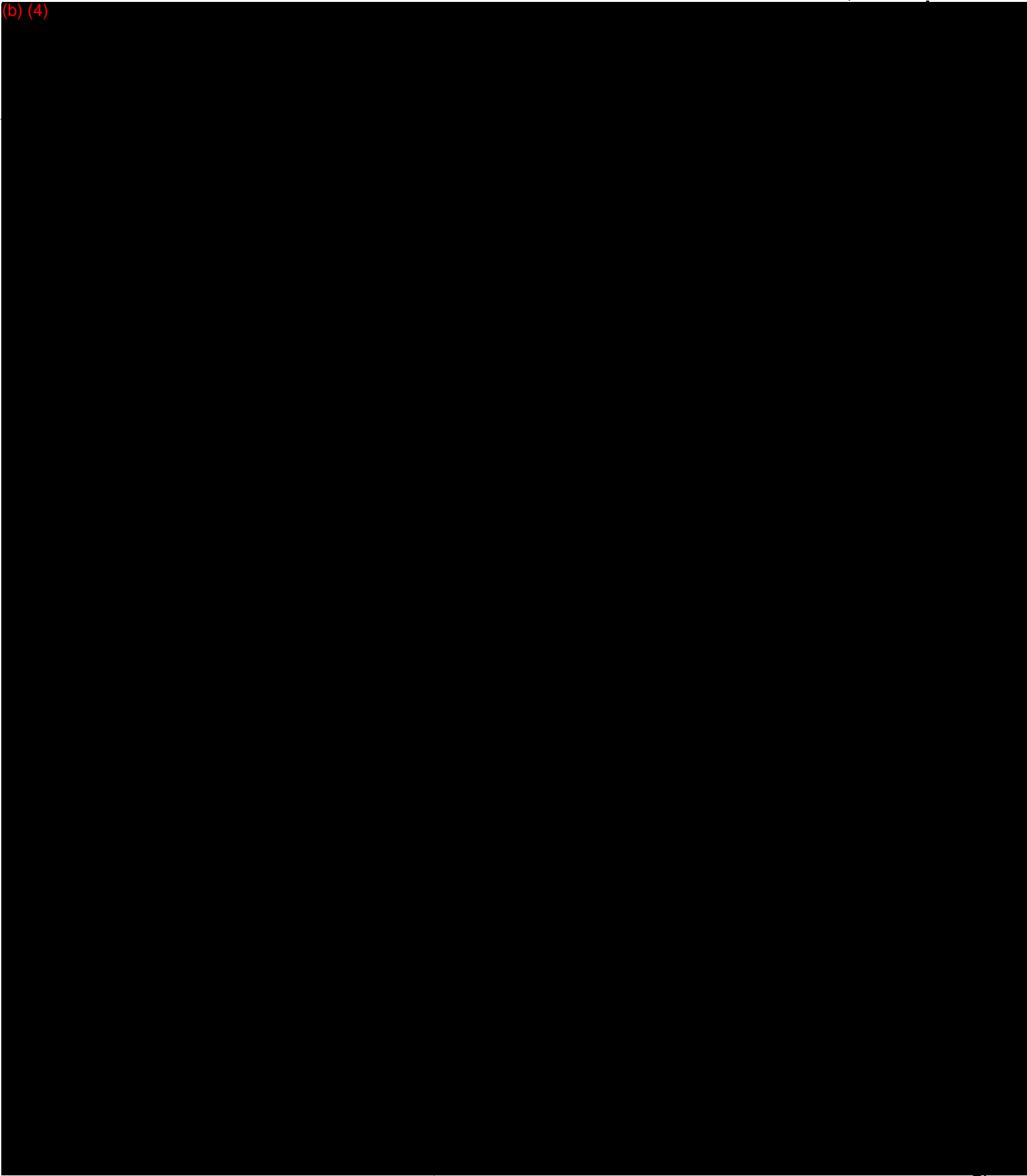


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Lessor 

Government 

(b) (4)

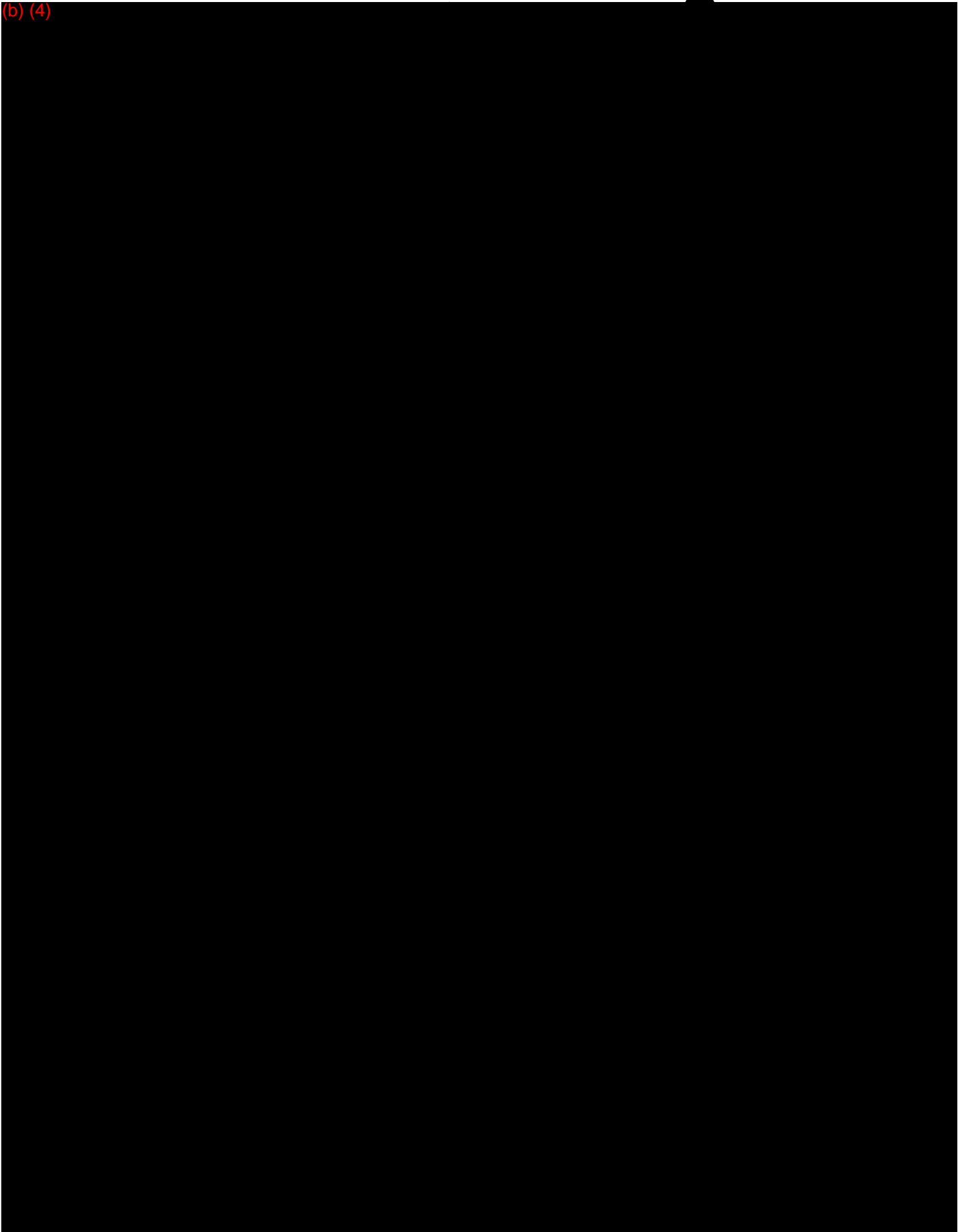


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Lessor _____

Government _____

(b) (4)

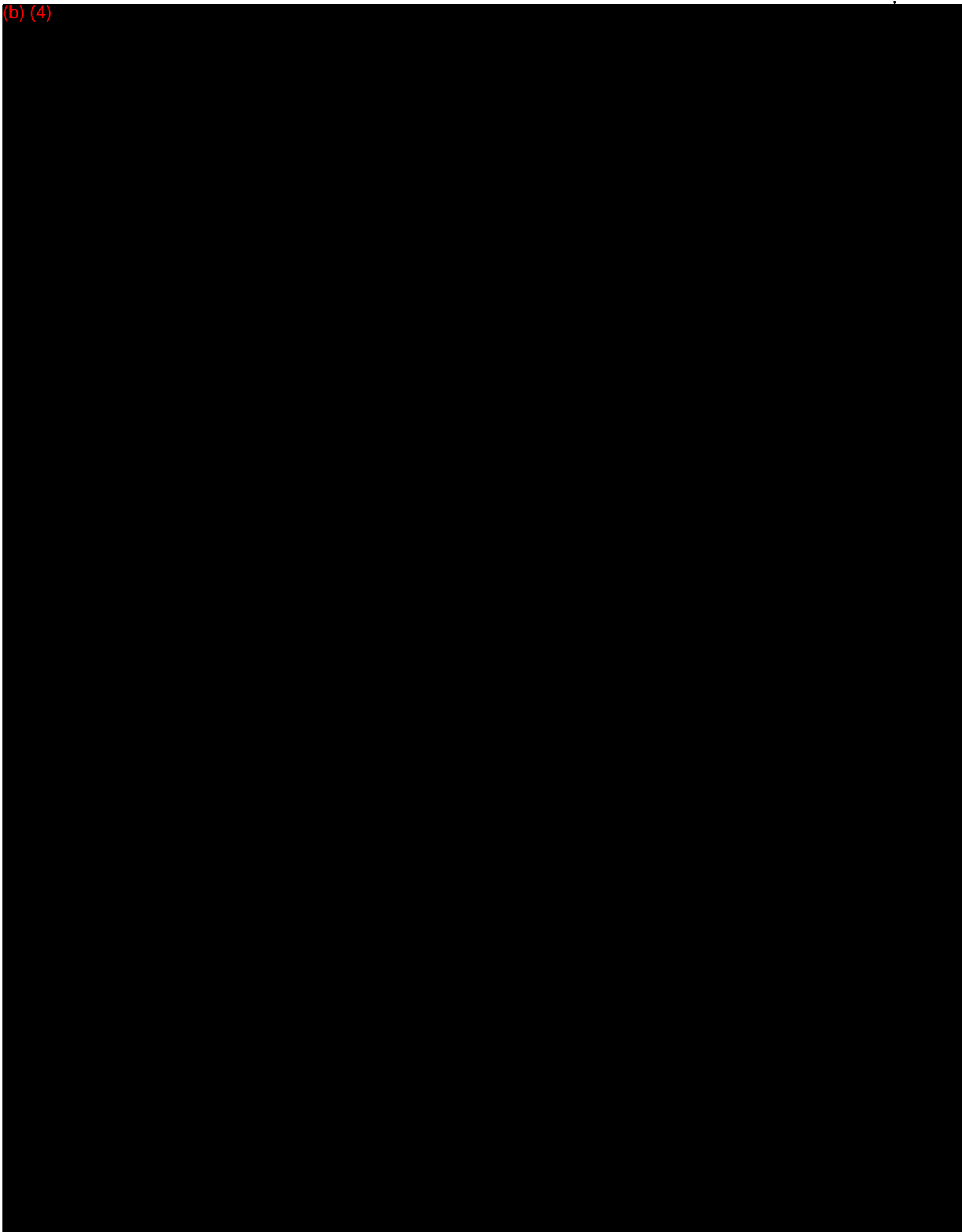


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Lessor _____

Government _____

(b) (4)



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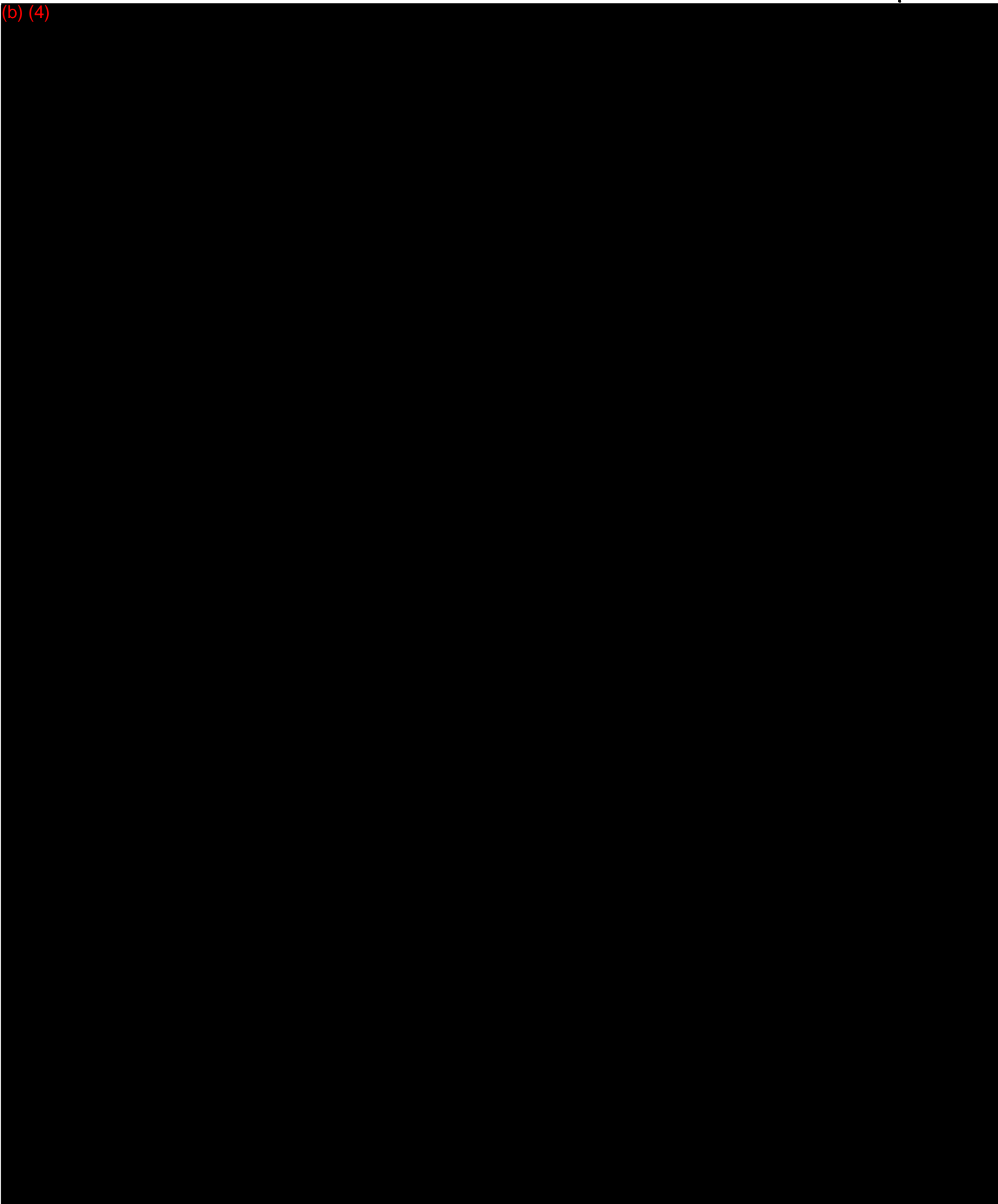
Lessor

Government

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(b) (4)



Lessor _____

Government _____

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Lessor,

Government.

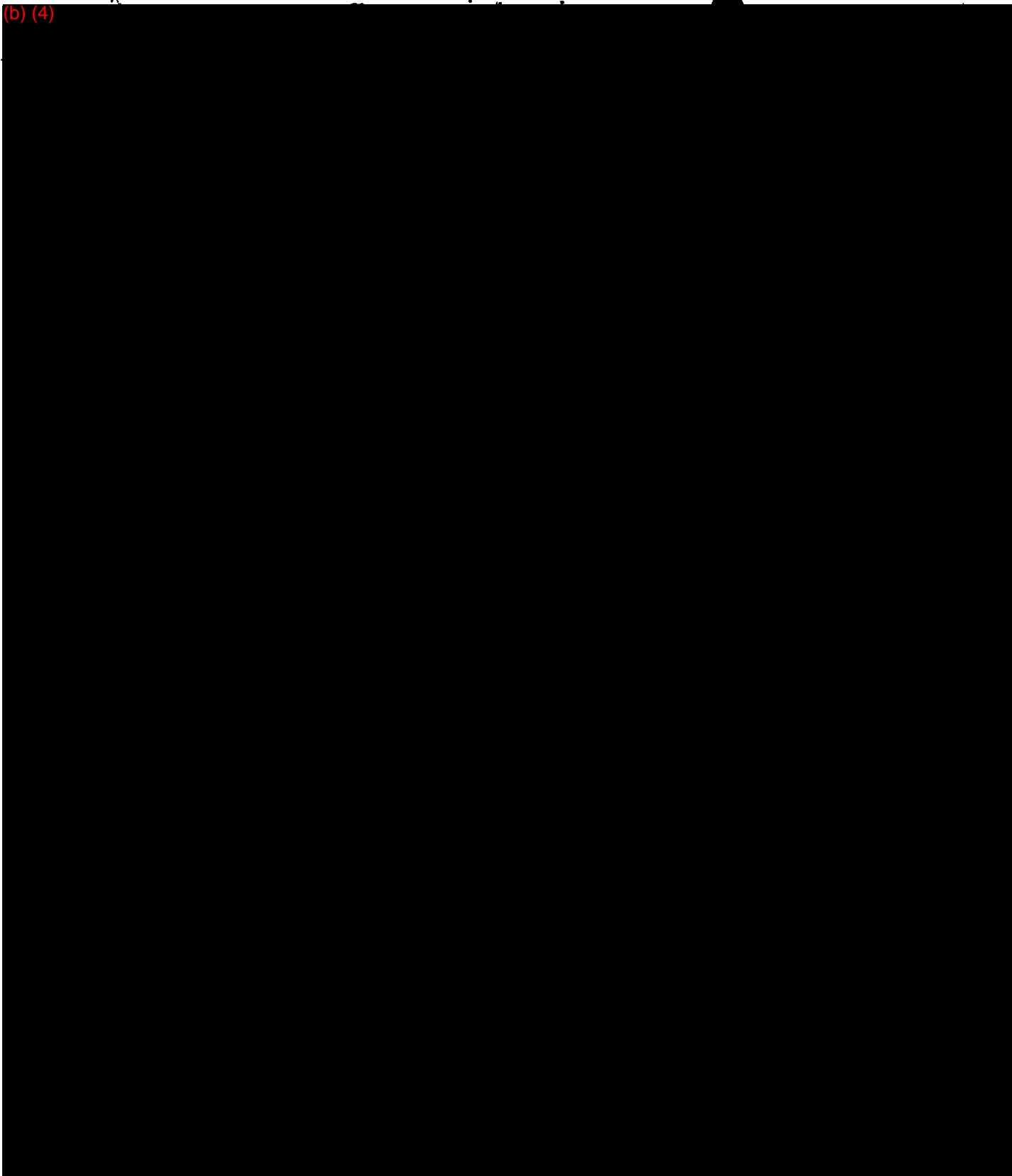
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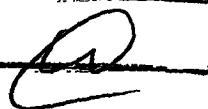
Lessor _____

Government _____

(b) (4)



22

Lessor 
Government 

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 4

DATE
12/1/03

TO LEASE NO. GS-02B-23244

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to provide the Government with (i) rooftop space at the Building for the purpose of allowing the Government to install no greater than two (2) satellite dishes and/or antennas and (ii) straight (no bends) dedicated riser space within an existing shaft at the Building for the purpose of allowing the Government to install conduit and cabling, at an increase in rental.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective May 15, 2003, as follows:

continued

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR, 601 West Associates, LLC.

Mark Karasick, SLB Manager LLC, Managing Member
Mark Karasick, SLB Manger Corp., Managing Member, President

(b) (6)
(Signature)

(b) (6)
(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

BY

Contracting Officer

(Official Title)

Lessor

Government

- 1) In accordance with the provisions set forth in Article No. 129 of the Lease (Roof Space), the parties hereto have agreed upon a specific rooftop location ^(A) at the Building upon which the Government shall have the right to install (or has already installed) no greater than two (2) satellite dishes and/or antennas. Upon request, the Government shall provide Lessor with a roof diagram showing the satellite dish and/or antenna installation location(s). The parties have also agreed that the Government shall pay additional rent to the Lessor for such rooftop space in the amount of (b) (4), (b) per annum, payable at the rate of (b) (4), (b) per month, paid in the same manner as the current rent covered under this Lease. Said additional rent shall commence as of May 1, 2003 and shall remain in effect during the life of the Lease, subject to any Lease termination or Lease renewal provisions set forth in the Lease.
- 2) In accordance with the provisions set forth in Article No. 129 of the Lease (Roof Space), the Lessor is required to provide the Government with risers or other pathways between the Government's leased Premises and such roof space for the installation of required cabling. The Government has requested and the Lessor has agreed to provide (or has already provided) dedicated riser space within an existing shaft at the Building that will allow the Government to install straight (no bends) conduit (no greater than 3 separate conduits sized at 2 inches each in diameter) that will connect the Government's (b) (7)(F) floor parking space with the Government's office space on the (b) (7)(F) floors, and then up to the roof. All cabling for the aforementioned conduits is to be installed by, and at the sole expense of, the Government. Prior to installation, the Government shall request written approval from the Lessor in regard to the method to be used for the cabling installation. Such approval shall not be unreasonably withheld. The parties have also agreed that the Government shall pay additional rent to the Lessor for such dedicated riser space in the amount of (b) (4), (b) per annum, payable at the rate of (b) (4), (b) per month, paid in the same manner as the current rent covered under this Lease. Said additional rent shall commence as of May 1, 2003 and shall remain in effect during the life of the Lease, subject to any Lease termination or Lease renewal provisions set forth in the Lease.

(A) OF WHICH SPECIFIC ROOFTOP LOCATION SHALL BE NO LARGER THAN AN AREA OF 4' X 4' IN TOTAL.

(2)

Lessor

Government

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL AGREEMENT
NO. 5

DATE
12/4/03

TO LEASE NO. GS-02B-23244

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to provide for the Government's planned contribution toward tenant improvement costs.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **December 4, 2003**, as follows:

The Lessor and the Government hereby acknowledge that the Government has obligated \$ (b) (4), (b) (5) towards the Government's planned tenant improvements at the leased location. This Supplemental Lease Agreement No. 5 supersedes Supplemental Lease Agreement No. 1 to the Lease.

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR, 601 West Associates, LLC.

(b) (6) [Redacted Signature], SLB Manager LLC, Managing Member
(b) (6) [Redacted Signature], SLB Manager Corp., Managing Member, President

(Signature)

(Title)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: **Walter J. Moldovan**


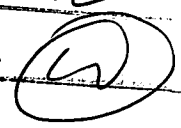
BY

(b) (6) [Redacted Signature]

Contracting Officer

(Official Title)


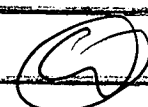
GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 6	DATE 6/25/04
TO LEASE NO. GS-02B-23244		
ADDRESS OF PREMISES: <p style="text-align: center;">601 West 26th Street, New York, N.Y.</p>		
<p>THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,</p> <p>whose address is 601 West 26th Street Suite 1260 New York, N.Y. 10001</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to supplement the above Lease to (i) set forth the Substantial Completion date of the Tenant Improvements; and (ii) to set forth the Permanent Space Commencement Date and; (iii) to set forth the term of the Lease.</p> <p>NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective <u>December 8, 2003</u>, as follows:</p> <p style="text-align: right;">continued</p> <p>All other terms and conditions of the Lease shall remain in force and in effect.</p>		
<p>OF, the parties subscribed their names as of the above date.</p> <p>ciates, LLC.</p> <p>rasick, SLB Manager LLC, Managing Member</p> <p>rasick, SLB Manger Corp., Managing Member, President</p>		
(b) (6)	_____ (Signature)	_____ (Title)
(b) (6)	_____ (Signature)	_____ (Address)
<p>UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION</p> <p>By: Walter J. Moldovan</p> <p>BY: (b) (6)</p> <p style="text-align: right;">Contracting Officer (Official Title)</p>		

* Lessor 
 Government 

(1)

- 1) In accordance with the definition language stipulated in Article No. 72.10 of the Rider to the Lease, the parties hereto agree that the date of Substantial Completion shall be December 8, 2003 and that the Fixed Rental for the Premises (as described in Article No. 42.2 of the Rider to the Lease) shall commence as of the aforementioned date.
- 2) In accordance with the definition language stipulated in Article Nos. 46.2.1 and 72.9 of the Rider to the Lease, the parties hereto agree that the Permanent Space Commencement Date shall be January 1, 2004.
- 3) The parties hereto agree that the Lease term of the Premises (as described in Article No. 42.2 of the Rider to the Lease) shall run for a firm term of ten (10) years commencing on January 1, 2004 (the Permanent Space Commencement Date) and terminating on December 31, 2013. Additionally, the Lease includes two (2) Renewal Options of five (5) years each, exercisable at the sole option of the Government in accordance with Article No. 44 of the Rider to the Lease.

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~~✓~~ Lessor _____
Government  _____

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 7

DATE

9/22/04

TO LEASE NO. GS-02B-23244

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to modify the Demised Premises in order to (i) terminate the Government's right to occupy the space on the portion of the (b) floor at the Building described on Exhibit "A" hereto (the "Surrender Space"); and (2) to replace the Surrender Space with the space on a portion of the (b) Floor at the Building described on Exhibit "B" hereto (the (b) Floor Space"), at no additional cost to the Government.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **September 1, 2004**, as follows:

continued

All other terms and conditions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

(b) (6) 601 West Associates, LLC.

Mark Karasick, SLB Manager LLC, Managing Member

Mark Karasick, SLB Manger Corp., Managing Member, President

(b) (6) (Signature)

MANAGING MEMBER (Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

(b) (6)

BY

Contracting Officer

(Official Title)

Lessor

Government

- 1) The parties hereto agree that Article No. 42.2 of the Rider to the Lease (Demised Premises and Commencement Date) shall be supplemented, as follows:

Commencing as of September 1, 2004 the Premises shall be the space in the Building described on Exhibit A-2 of the Lease which consists of (i) the entire (b) Floor consisting of 156,800 rentable square feet; and (ii) part of Floor (b) consisting of 19,777 rentable square feet; and (iii) part of the 3rd Floor described on the attached floor plan labeled Exhibit "B" (attached hereto and made a part hereof) consisting of 24,621 rentable square feet of space. The square footages listed above were calculated by measuring to the middle of the perimeter walls. In addition to the Premises, Landlord hereby leases to Tenant the parking garage described on Exhibit "D" to the Lease (the "Garage").

- 2) Article No. 43 of the Rider to the Lease (Fixed Rental) is hereby modified and any reference to the (b) Floor shall now mean the (b) Floor. Additionally, Landlord shall provide all services (cleaning and janitorial, maintenance and repair, window maintenance, condenser water, water and sewer, security, etc.) to the (b) Floor Space in accordance with the provisions of the Lease. It is hereby agreed that Landlord shall not charge the Government any Fixed Rent, service costs (other than any applicable tenant electric charges), fees, real estate tax or operating cost escalations and/or any other costs or charges for services should the provided rentable square footage of the (b) Floor Space be greater than the Surrender Space.
- 3) The parties hereto agree that the Government shall not incur any additional construction and/or construction design costs (all costs including both labor and material) associated with the construction of the (b) Floor Initial Installations and the preparation of plans, designs and/or documents that are used to plan, design, bid and/or contract for the construction of the Government's Initial Installations on the (b) Floor) that are above and beyond the construction costs and construction design costs that would have been required for the Government's Initial Installations in the Surrender Space. All additional construction and construction design costs for the (b) Floor Space shall become the sole responsibility of the Landlord.
- 4) The parties hereto agree that Landlord shall deliver the (b) Floor Space to the Government in a white box condition free from any necessary demolition or movable obstructions that would impede the Government's intended Initial Installations. Any (b) Floor demolition to be performed or movable obstructions needed to be removed, demolished and/or relocated shall become the sole financial responsibility of the Landlord and the Government shall have no financial responsibility towards the payment of these costs.

2

Lessor

Government

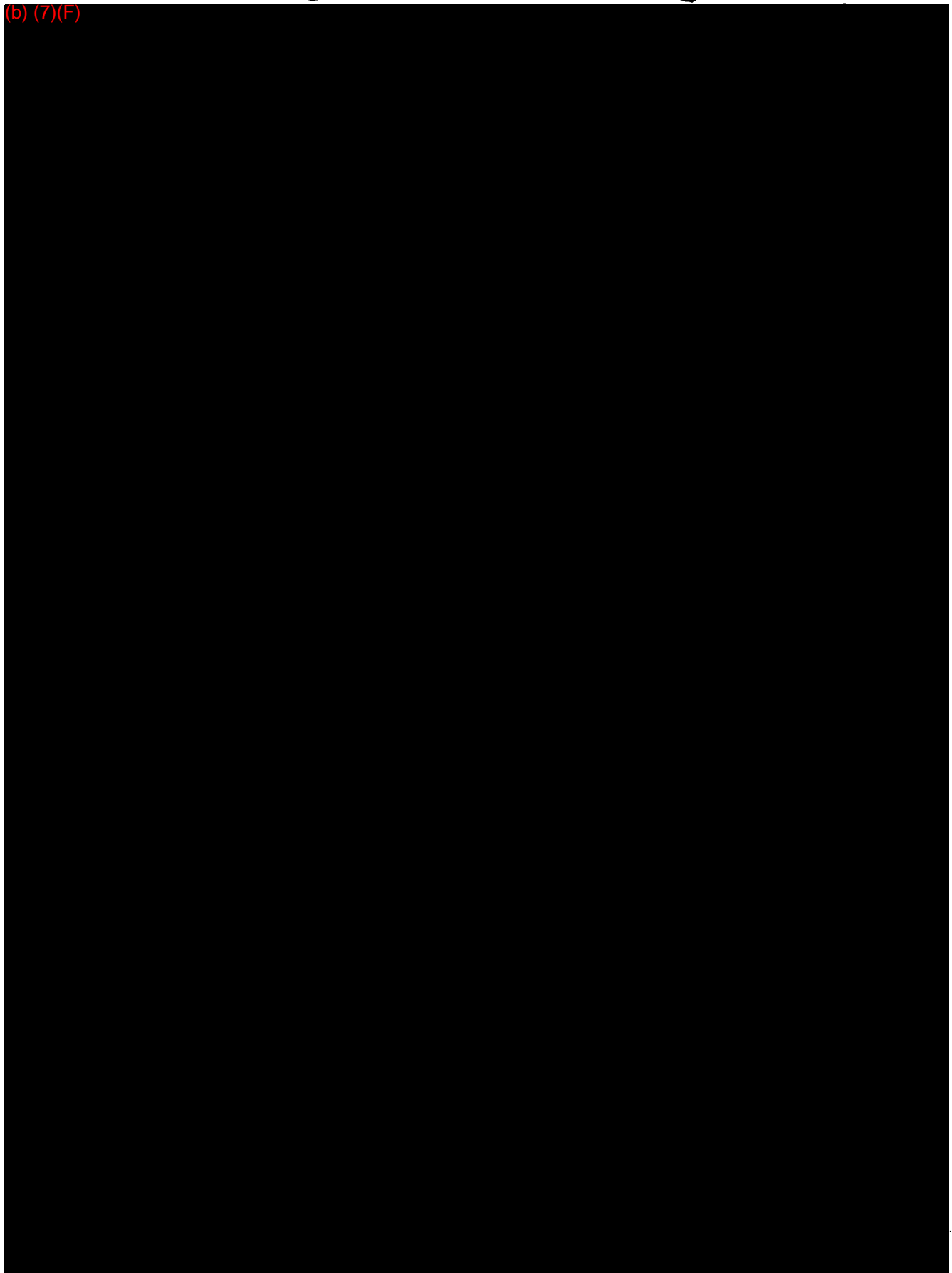
- 5) The parties hereto agree that the Landlord shall not charge any fee for any mechanical, electrical and/or plumbing connections, hardware, conduits, pipes, wiring and/or similar type installations required in or about the (b) Floor Space (or connecting to any other Government leased, rooftop or building mechanical space) that would not have been required had the Government proceeded to construct its Initial Installations in the Surrender Space.
- 6) The Landlord acknowledges that the Government intends to construct a "Press Room" and/or "Press Rooms" on the (b) Floor Space for the purposes of holding announcements, meetings and/or other gatherings that involve the press, media and/or public announcements and that the Landlord offers no objection to the construction of this Press Room or Press Rooms.
- 7) There shall be no change to Article No. 97.6 of the Rider to the Lease concerning the Government's percentage of occupancy in the Building.

(3)

Lessor

Government

(b) (7)(F)



4

Lessor _____
Government _____

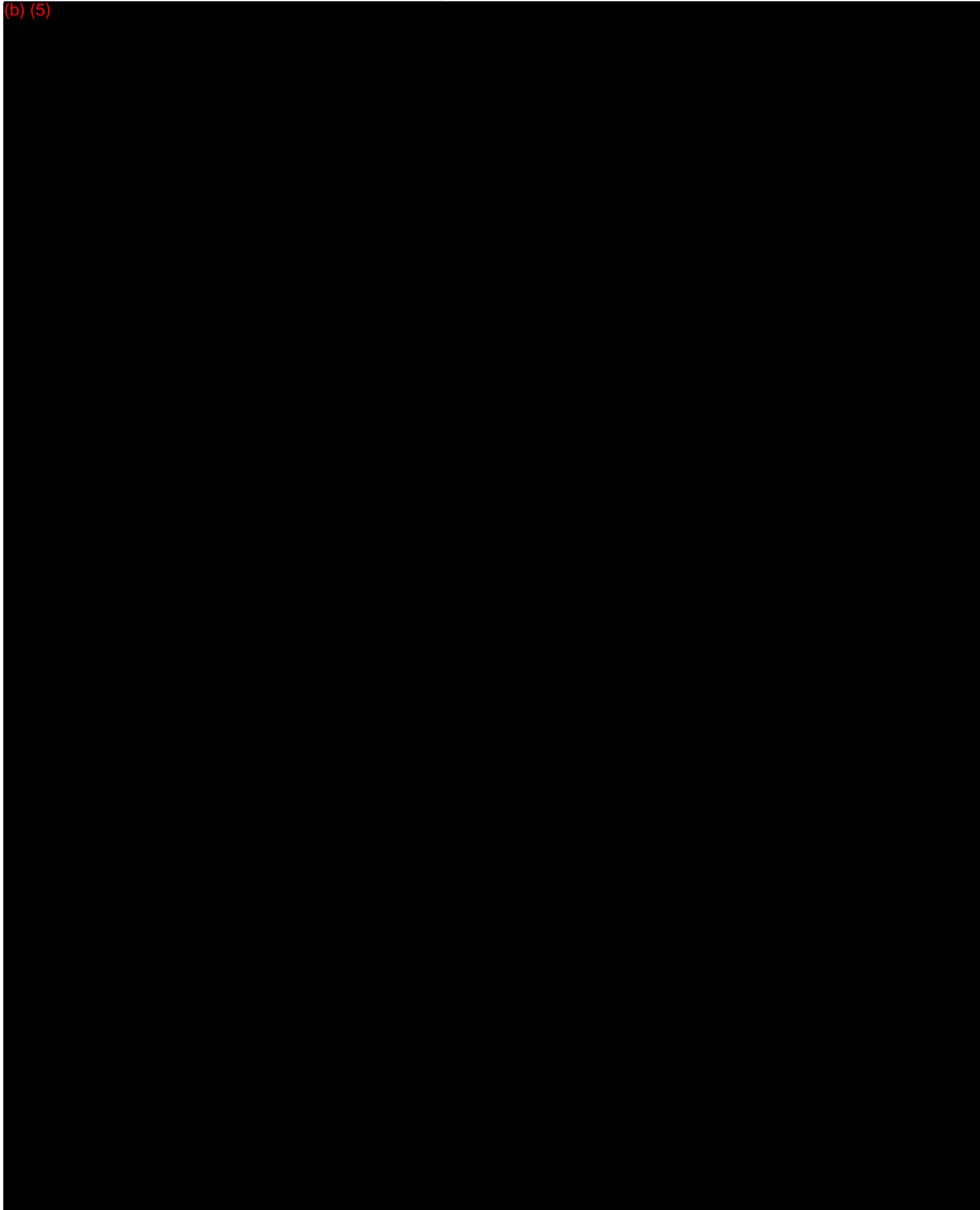
(b) (7)(F)

+

5

Lessor 

Government 



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 8

DATE

4/15/05

TO LEASE NO. GS-02B-23244

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto agree to update the total Tenant Improvement Costs described in Supplemental Lease Agreement No. 3 to the Lease in order to include all change order costs, contractor bonuses and Lessor's Soft Costs, calculated in accordance with Attachment "A" to this Supplemental Lease Agreement No. 8 to the Lease.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **December 1, 2004**, as follows:

All (b) (6) provisions of the Lease shall remain in force and in effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LE 601 West Associates, LLC.

Parasick, SLB Manager LLC, Managing Member

Parasick, SLB Manger Corp., Managing Member, President

BY

(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

BY

(Signature)

Contracting Officer

(Official Title)

Lessor

Government

1) The parties hereto agree that the final cost of work for the Tenant Improvements, Lessor's Soft Costs (as described in Article No. 46.2(b) of the Lease), Change Order costs and contractor bonuses covered initially under Supplemental Lease Agreement No. 3 to this Lease shall be (b) (4) calculated in accordance with Attachment "A" to this Supplemental Lease Agreement No. 8 to the Lease.

2) The parties hereto agree that payment by the Government to the Lessor for all items listed within this Supplemental Lease Agreement No. 8 shall be made in accordance with the terms and provisions set forth in the Lease.

(2)

Lessor

Government

ATTACHMENT "A"

**601 WEST 26th STREET
REVISED PROJECT COST – (b) (7) FLOOR ALTERATIONS**

(b) (4)



③

LESSOR

Government

(b) (4)

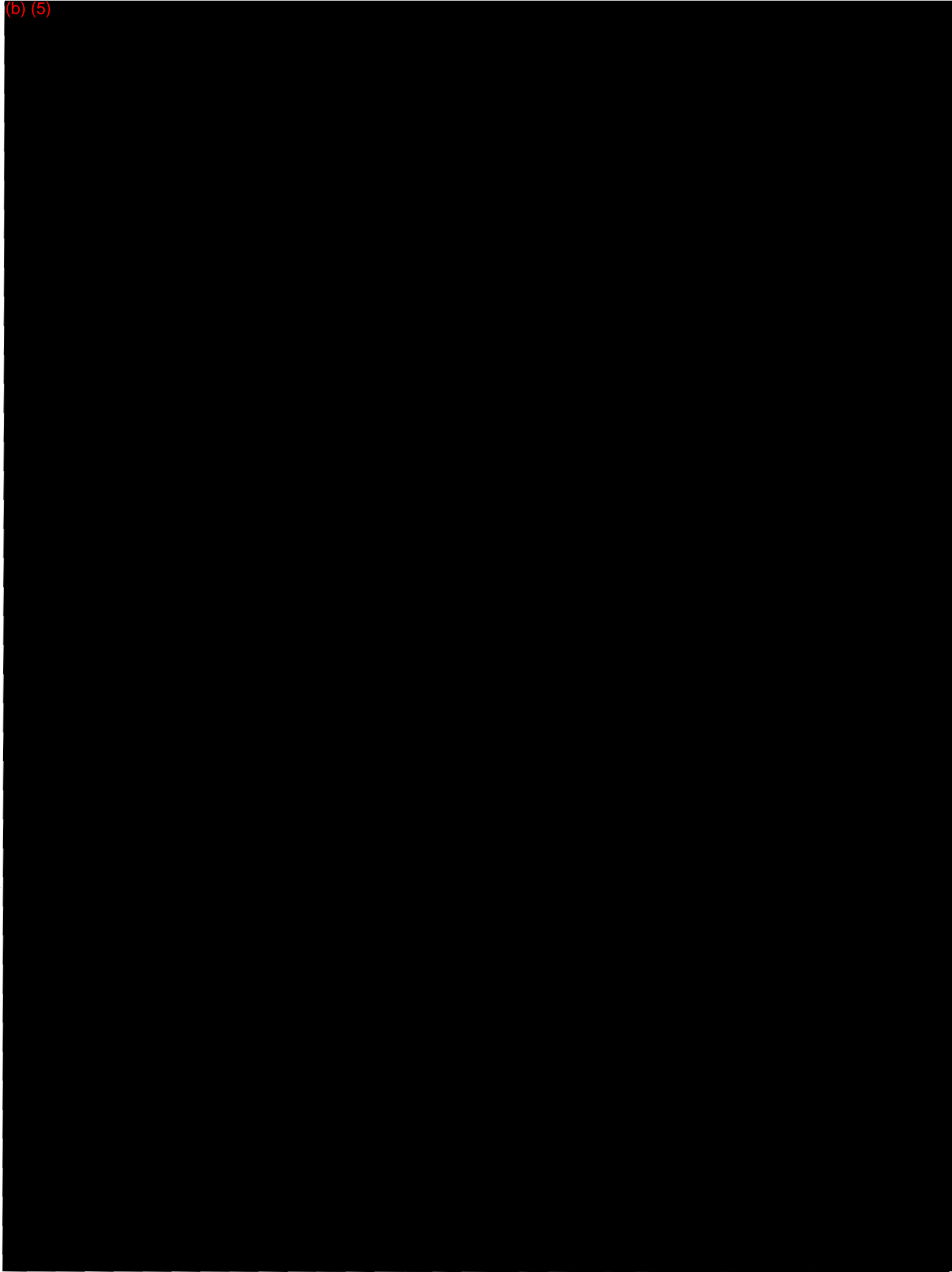


④

Lessor

Government



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 9
TO LEASE NO. GS-02B-23244

DATE
4/15/05

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto agree that the cost for the Lessor's Work described in the construction proposal from (b) (4) C dated November 10, 2004 ("Exhibit "A") totals (b) (4) (which may be adjusted by reason of approved change orders); and

WHEREAS, in accordance with Article No. 46.2(b) of the Lease, the parties hereto have agreed that the Lessor is entitled to receive costs and fees (the "Lessor's Soft Costs") in addition to the negotiated cost of the Lessor's Work; and

WHEREAS, by mutual agreement, the parties hereto agree that Lessor's Soft Costs for this Supplemental Lease Agreement (SLA) No. 9 shall be in the amount of (b) (4) 0 (which may be adjusted by reason of approved change orders).

continued

All other terms and conditions of the Lease shall remain in force and in effect.

(b) (6)
In **EOF**, the parties subscribed their names as of the above date.

L **601 West Associates, LLC.**
Karasick, SLB Manager LLC, Managing Member
Karasick, SLB Manger Corp., Managing Member, President

B
(b) (6)
(Signature)

(Title)

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: **Walter J. Moldovan**

BY (b) (6)

Contracting Officer

(Official Title)

1

Lessor

Government

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **February 1, 2005**, as follows:

- 1) Lessor shall diligently proceed to Substantially Complete Lessor's Work (in accordance with Exhibit "A" to this SLA No. 9) by May 31, 2005.
- 2) The parties hereto agree that the total aggregate cost to the Government for Lessor's Work (to be completed in accordance with Exhibit "A" to this SLA No. 9) and Lessor's Soft Costs shall be the amount of \$(b) (4) (which may be adjusted by reason of approved change orders).
- 3) The parties hereto agree that payment by the Government to the Lessor for all items listed within this Supplemental Lease Agreement No. 9 shall be made in accordance with the terms and provisions set forth in the Lease. All other terms and conditions of the Lease shall remain in full force and effect.

(2)

LESSOR

GOVERNMENT



B.R. FRIES
Constructors

November 10, 2004

Mr. Steve Sales
601 West Associates, LLC
601 West 26th Street - suite 1260
New York, NY 10001

Re: Dept. of Homeland Security
601 W. 26th St - 3rd & 7th floors
Proposal #BRF-26-111-04-R1

Dear Mr. Sales,

We are pleased to submit the following construction proposal, in accordance with the drawings A-0, A1.a, A1.b, A2.a, A2.b, A3.a, A3.b, A3.c, A4.a, A4.b, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, FA-1, FA-2, FA-3, P-1, P-2, P-3, P-4, P-5, P-6, SP-1, SP-2, SP-3, SP-4, SP-5, TC-101, TC-201, TC-202, TC-301, TC-302, TC-501, TC-502, TC-601, AV-100, AV-200, AV-201, AV-300, AV-301, AV-302, AV-400, AV-401, AV-402, AV-403, AV-500, SG-1, SG-2 & SG-3, and Project Manual, all dated 9/10/04 as prepared by Ludwig Michael Goldsmith, AIA, clarification letters #1 dated 9/29/04, #2 dated 10/1/04 & #3 dated 10/4/04, Sherland & Farrington floor slab preparation letter dated 8/5/04, and SK-1 dated 11/5/04.

All work to be performed for the sum of ~~Two Million Five Hundred Seven Thousand Seven Hundred Eighty Dollars (\$2,507,780.00)~~ ^{3rd floor} ~~assuming issuance of a properly executed Certificate of Capital Improvement, as follows:~~ ^{\$2,425,000.00}

Third Floor (includes double door opening and new partition on 7th floor tech shop area):
\$2,425,000.00

~~Seventh Floor Finance Area: \$52,500.00~~

~~Empty Conduit for Lighting Control, Satellite, Telecommunications/Data and Security between the 6th & 7th floors: \$7,000.00~~

~~Empty Conduit as above, but between the 3rd & 6th floors: \$21,000.00~~

~~Remove a 6"x6"x24" wire trough, install two 45 degree offsets, and connect the existing piping for the communication cabling: \$2,280.00~~

The following are not included:

- Filings and related fees.
- Handling of hazardous material.
- Overtime.
- Removal of systems furniture or equipment at the 7th floor finance area in order to construct new offices. (Electrical disconnects are included).
- Painting of exposed ceiling slab, or any finishes at any areas where they are not indicated.
- Window shades at mechanical rooms.
- Shatter resistant film at new sliding windows, as per architect's instructions.
- Furnishing or installation of corner guards, pending clarification.

B.R. Fries & Associates P: 212-563-3300
34 West 32nd Street F: 212-529-6029
New York, NY www.brries.com
10001-3806

Received Time Nov.10. 3:40PM

Lessor

Government

Feb. 7. 2005
Nov-10-2004 00:42PM

5:09PM

LUDWIG MICHAEL GOLDSMITH, AIA
FRIED R FRIES AND ASSOCIATES LLC
712126296029

No. 5399 P. 3
T-941 P.005/003 P-748



B.R. FRIES
Constructors

Exhibit "A"

Qualifications:

- ~~All work at the 3rd floor Green Room and Press Room areas is deleted, with the exception of upgrading the landlord provided demising partition with wire mesh and an additional layer of sheetrock.~~
- ~~All work at the 7th floor north vacant area (except work indicated on SK-1), south vacant area and toilet area is deleted. We assume that owner-furnished items are to be delivered to the job site.~~
- ~~We assume that all work will be performed simultaneously.~~
- ~~We shall apply a concrete sealant or deck paint on the floor slab at the 7th floor north vacant area.~~

We thank you for this opportunity, and look forward to a favorable reply.

Respectfully submitted,

(b) (6)

Idel A. Schatzberg
Chief Estimator

Cc: Mr. Ludwig Michael Goldsmith, AIA

Received Time Nov.10. 6:40PM

(4)

Lessor

Government



B.R. FRIES
Constructors

Exhibit "A"

Qualifications (continued):

- All conduit between the 3rd and 7th floors for lighting control, satellite, security and telecommunications/data is included in the 3rd floor base bid, and is valued at \$28,000.00.
- We anticipate achieving substantial completion in fourteen weeks, assuming ready availability of specified items and prompt turn around of shop drawings and samples.

BASE BID (THIRD FLOOR) TRADE COST SUMMARY

Demolition	\$ 6,000.00
Masonry	\$ 18,275.00
Miscellaneous Steel	\$ 18,900.00
Millwork	\$ 20,000.00
Shot Blasting	\$ 8,750.00
Waterproofing	\$ 6,500.00
Fire Stopping	\$ 2,339.00
Drywall/Carpentry	\$ 225,400.00
Acoustical	\$ 115,000.00
Doors/Frames/Hardware	\$ 66,000.00
Carpet/Resilient Flooring/Prep	\$ 94,500.00
Ceramic Tile	\$ 20,500.00
Painting/Wall Covering	\$ 35,975.00
Glazing/Bullet Resistant	\$ 14,200.00
Sliding Windows	\$ 121,360.00
Convactor Covers	\$ 16,800.00
Toilet Accessories	\$ 3,938.00
Toilet Partitions/Dressing Cubicles	\$ 8,005.00
Fire Extinguishers/Cabinets	\$ 317.00
Window Shades	\$ 10,248.00
Appliances	\$ 1,015.00
Signage	\$ 1,929.00
Audio/Visual	\$ 90,675.00
Security	\$ 213,644.00
Plumbing	\$ 97,790.00
Sprinklers	\$ 46,640.00
HVAC	\$ 760,000.00
Electric/Lighting/Fire Alarm	\$ 499,000.00
Trade Subtotal	\$2,523,700.00
General Conditions	\$ 160,000.00
Insurance	\$ 45,000.00
Overhead & Profit	\$ 93,300.00
Total Cost	\$2,822,000.00

2,425,000.00

We thank you for this opportunity, and look forward to a favorable reply.

Respectfully submitted,

(b) (6)

Joel A. Schatzberg
Chief Estimator

Lessor

Government

5

6

(b) (5)



GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 10

DATE
4/15/05

TO LEASE NO. GS-02B-23244

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto agree to establish December 8, 2003 as the effective date for the purposes of calculating real estate tax adjustments in accordance with Article No. 97.6 of the Lease; and

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **March 21, 2005**, as follows:

The parties hereto agree that the effective date for the purpose of calculating real estate tax adjustments in accordance with Article No. 97.6 of the Lease shall be December 8, 2003 (the date of Substantial Completion as set forth in Supplemental Lease Agreement No. 6 to the Lease) and that the Government's percentage of occupancy shall be 9.72%.

All other terms and conditions of the Lease shall remain in force and in effect.

IN **(b) (6)** PRESENCE OF, the parties subscribed their names as of the above date.

LE **(b) (6)** Associates, LLC.
k Karasick, SLB Manager LLC, Managing Member
k Karasick, SLB Manger Corp., Managing Member, President

BY **(b) (6)**
(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

(b) (6)

Contracting Officer

(Official Title)

Lessor

Government

Date: **July 13, 2005**

Reply to
Attn. of: **2PEM**

Subject: **Leasing Documents: Lease No. GS-02B-23244; SLA No. 11**

To: **Mr. Mark Karasick
601 West Associates, LLC.
Suite 1260
601 West 26th Street
New York, N.Y. 10001**

Enclosed please find four (4) sets of the subject document. Please sign Page No. 1 of each document and also initial each and every page. I have already signed and dated the documents so please keep three (3) fully executed copies for your own records and return one (1) fully executed copy to me, when ready.

This SLA No. 11 shows that the Government has obligated \$(b) (4), (b) (5) for construction alterations under the lease and it supersedes executed SLA No. 5 (copy attached) whereby the Government previously had obligated (b) (4), (b) (5) towards the alterations (we need to execute this SLA so that GSA Finance can process payments above the (b) (4), (b) (5) amount).

Please contact me at (212) 264-4206 with any questions concerning the terms, conditions and/or covenants contained in the subject documents.

Sincerely,

(b) (6)

**Contracting Officer/Special Projects Manager
Realty Services Division
Public Buildings Service**

enc.

(b) (4), (b) (5), (b) (6)

**Walter J. Moldovan
Contracting Officer
GSA – Realty Services Division
Room 16-100
26 Federal Plaza
New York, N.Y. 10278**

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 11

DATE

7/13/05

TO LEASE NO. GS-02B-23244

ADDRESS OF PREMISES:

601 West 26th Street, New York, N.Y.

THIS AGREEMENT, made and entered into this date by and between 601 West Associates, L.L.C.,

whose address is 601 West 26th Street
Suite 1260
New York, N.Y. 10001

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease to provide for the Government's planned contribution toward tenant improvement costs.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended effective **July 1, 2005**, as follows:

The Lessor and the Government hereby acknowledge that the Government has obligated \$(b) (4), (b) (5) towards the Government's planned tenant improvements at the leased location. This Supplemental Lease Agreement No. 11 supersedes Supplemental Lease Agreement No. 5 to the Lease.

All other terms and conditions of the Lease shall remain in force and in effect.

IN (b) (6) parties subscribed their names as of the above date.

LE (b) (6) LLC.

(b) (6), SLB Manager LLC, Managing Member

(b) (6), SLB Manger Corp., Managing Member, President

BY

IN

(Title)

(Signature)

(Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION

By: Walter J. Moldovan

B

Contracting Officer

(Official Title)

2005 JUL 27 PM 1:32

RECEIVED
SERVICES DIVISION
JUL 27 2005

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT
No. 12

DATE

11/22/11

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.
GS-02B-23244

ADDRESS OF PREMISE

601 West 26th Street
New York, NY 10001

THIS LEASE, made and entered into this date by and between RXR SL Owner LLC

whose address is 625 RXR Plaza
Uniondale, NY 11556

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the ~~above~~ Lease to **reflect the Change of Ownership and Payee.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that said Lease is amended, effective 11/11/11, as follows:

1. The heading of this lease is amended by deleting the existing text and substituting, in lieu thereof, the following:

"This lease made and entered into this date by and between RXR SL Owner LLC, whose address is 625 RXR Plaza, Uniondale, NY 11556

2. Rent checks to the lessor shall be made payable to the following:

(b) (4)

3. If payment of rent is sent electronically, notice must be sent to ar inquiry@rxrrealty.com. Payment shall be sent electronically to:

Account Name:
Bank Name:
Bank Routing #:
Account #:

(b) (4)

4. GSA Form 3518, dated October 11, 2011, is attached hereto and made a part of this Supplemental Lease Agreement No. 12

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: RXR SL Owner LLC

(b) (6)

BY _____

(b) (6)

(Signature)

Arthur J. Parson
(Title)

1330 Asta NY NY 12019
(Address)

UNITED STATES OF AMERICA GSA, Public Building Services, Northeast and Caribbean Region

BY _____
(Signature)

Contracting Officer

(Official Title)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 13
ADDRESS OF PREMISES 601 West 26 th Street New York, NY 10001-1101	TO LEASE NO. GS-02B-23244 PDN Number: N/A

THIS AMENDMENT is made and entered into between RXR SL Owner LLC

whose address is: 625 RXR Plaza
Uniondale, NY 11556-3815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to (1) extend the Lease for a period of 5 years 4 years firm; (2) reduce the amount of space under Lease; (3) change the percentage of occupancy to 8.7541%; (4) memorialize that there are no cost effective energy efficiency upgrades for this period.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective January 1, 2014 as follows:

1. The Lease will be extended for a period of 5 years commencing on January 1, 2014 and continuing through December 31, 2018.
2. The Government may terminate this lease at any time on or after January 1, 2018 by giving at least 270 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
3. The Government is returning 16,773 rentable square feet on floor 2M and 2,778 rentable square feet on the 3rd floor. This release of space will become effective on January 1, 2014 and the Government will now occupy the following:
 - a. 112,896 ANSI/BOMA Office Area Square Feet yielding 156,800 rentable square feet of space on the 7th floor;
 - b. 15,942 ANSI/BOMA Office Area Square Feet yielding 21,843 rentable square feet of space on the 3rd floor as shown on Exhibit "A";
 - c. 2,050 ANSI/BOMA Office Area Square Feet yielding 3,004 rentable square feet of space on floor 2M as shown on Exhibit "B";

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: (b) (6)
 Signature: _____
 Name: Richard Lonruff
 Title: Authorized Person
 Entity Name: RXR SL Owner LLC
 Date: 12/31/13

FOR THE GOVERNMENT: (b) (6)
 Signature: _____
 Name: Scott Elgart
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 12/18/13

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: _____
 Name: Brady McMahon
 Title: Lease Administrator
 Date: 12/18/13

- d. The parking garage on the 2nd floor (space for 120 vehicles);
 - e. Rooftop antenna space and dedicated riser space within existing shaftways.
4. The Government shall pay the Lessor annual rent in accordance with the following schedule:
- a. For the period of January 1, 2014 through December 31, 2014 annual rent in the amount of \$11,701,981.50 at a rate of approximately \$975,165.13 per month in arrears. This rental amount consists of \$9,899,761.50 for the office space; \$1,760,220.00 for the garage space; \$30,000.00 for the rooftop antenna space; and \$12,000.00 for the dedicated riser space.
 - b. For the period of January 1, 2015 through December 31, 2015 annual rent in the amount of \$11,870,277.45 at a rate of approximately \$989,189.79 per month in arrears. This rental amount consists of \$10,068,057.45 for the office space; \$1,760,220.00 for the garage space; \$30,000.00 for the rooftop antenna space; and \$12,000.00 for the dedicated riser space.
 - c. For the period of January 1, 2016 through December 31, 2016 annual rent in the amount of \$12,041,434.42 at a rate of approximately \$1,003,452.87 per month in arrears. This rental amount consists of \$10,239,214.42 for the office space; \$1,760,220.00 for the garage space; \$30,000.00 for the rooftop antenna space; and \$12,000.00 for the dedicated riser space.
 - d. For the period of January 1, 2017 through December 31, 2017 annual rent in the amount of \$12,215,501.07 at a rate of approximately \$1,017,958.42 per month in arrears. This rental amount consists of \$10,413,281.07 for the office space; \$1,760,220.00 for the garage space; \$30,000.00 for the rooftop antenna space; and \$12,000.00 for the dedicated riser space.
 - e. For the period of January 1, 2018 through December 31, 2018 annual rent in the amount of \$12,392,526.85 at a rate of approximately \$1,032,710.57 per month in arrears. This rental amount consists of \$10,590,306.85 for the office space; \$1,760,220.00 for the garage space; \$30,000.00 for the rooftop antenna space; and \$12,000.00 for the dedicated riser space.
5. The tax base shall remain NYC FY 2002 (July 1, 2001 – June 30, 2002) but the percentage of occupancy is being reduced to 8.7541%.
6. Pursuant to the report attached and labeled Exhibit "C" created by (b) (4) there are no cost effective energy upgrades to be made that would have a repayment period of 4 years or less.
7. The Government has not issued a renewal notice to the Lessor pursuant to the provisions of the Lease. The Government, therefore agrees that it has forfeited its right to exercise the renewal options pursuant to the terms stated within Paragraph 44 of the Lease.

INITIALS:



LESSOR

&



GOVT

EXHIBIT "A"

(b) (7)(F)

LESSOR GOVERNMENT &

EXHIBIT "B"

(b) (7)(F)

LESSOR U GOVERNMENT SC

EXHIBIT "C"

(b) (4)

EXHIBIT "C"

(b) (4)

EXHIBIT "C"

(b) (4)

(b) (4)

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 14 TO LEASE NO. GS-02B-23244
ADDRESS OF PREMISES 601 West 26 th Street New York, NY 10001-1101	PDN Number: N/A

THIS AMENDMENT is made and entered into between RXR SL Owner LLC

whose address is: 625 RXR Plaza
Uniondale, NY 11556-3815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide for a lump sum payment to separate the electricity for the space the Government vacated under Lease Amendment #13.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. The Government returned 16,773 rentable square feet on floor (b) and 2,778 rentable square feet on the (b) floor. The electric consumed for this space is currently tied into the electrical meter that measures the remaining space the Government occupies on floors (b) (7)(F). The Lessor has agreed to separate all circuits that serve this space from the Government's meter for a total cost of \$(b) (4). This cost includes but is not limited to sales tax, freight elevator charges, OT work, and Lessor's Overhead and Profit.
2. Upon completion of this work the Lessor shall have a professional engineer certify at a cost of \$(b) (4) that there are no circuits on the Government's meter that measures any space other than the space it occupies pursuant to Lease Amendment #13.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: (b) (6)

Signature: (b) (6)
 Name: (b) (6)
 Title: Authorized Signatory
 Entity Name: RXR SL Owner LLC
 Date: 2/26/14

FOR THE (b) (6)

Signature: (b) (6)
 Name: Scott Elgart
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 3/4/14

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: (b) (6)
 Name: (b) (6)
 Title: (b) (6)
 Date: 2/26/14

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 15 TO LEASE NO. GS-02B-23244
ADDRESS OF PREMISES: 601 West 26 th Street, New York 10001-1101	PDN Number:

THIS AMENDMENT is made and entered into between: **RXR SL Owner, LLC**

whose address is: 625 RSR Plaza
 Uniondale, NY 11556-3815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to (1) issue a Notice to Proceed for the Lessor's Work detailed in the construction drawings attached to this Lease Amendment as Exhibit "A", (2) state the square footage at the end of the construction project and (3) state the percentage of occupancy at the end of the construction project.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective Upon the Fully Executed Lease Amendment as follows:

1. The lease amendment represents the Notice to Proceed (NTP) with the construction of the work specifically detailed in the construction drawings attached to this lease amendment as Exhibit "A". The Lessor and Government both agree the cost for this construction including all cost for labor, materials, fees, overhead and profit and any other costs required to complete the work including any subsequent change orders authorized by the Government will be borne by the Lessor at its sole cost and expense.
2. At the completion of the project, the Lessor leases to the Government:
 - a. 117,689 ANSI/BOMA, yielding 156,433 rentable square feet of space on the (b) (6) floor as shown on Exhibit "A" of this lease amendment;
 - b. 15,942 ANSI/BOMA, yielding 21,843 rentable square feet of space on the (b) (6) floor as shown on Exhibit "B" of this lease amendment;
 - c. 2,050 ANSI/BOMA, yielding 3,004 rentable square feet of space on floor (b) (6) as shown on Exhibit "C" of this lease amendment;

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR: (b) (6)

Signature: _____
 Name: Richard J. Conniff
 Title: Authorized Person
 Entity Name: RXR SL Owner, LLC
 Date: 7/29/15

FOR THE GOVERNMENT: (b) (6)

Signature: _____
 Name: Eduardo Vidal
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 8/4/15

WITNESSED FOR THE LESSOR BY:

(b) (6)

Signature: _____
 Name: _____
 Title: _____
 Date: 7/29/15

- d. The parking on the (b) floor shall continue to provide space for 120 vehicles. Any existing parking spaces on the (b) floor required to accommodate the new elevator shaft shall be promptly replaced by the Lessor with the equivalent loss of spaces. The Lessor shall provide a parking plan for the area where any new parking spaces will be located for the Government's review and approval;
- e. Rooftop antenna space and dedicated riser space shall remain within existing shaft-ways.
3. At the completion of the project, the tax base shall remain NYC FY 2002 (July 1, 2001 – June 30, 2002) but the percentage of occupancy is reduced to 8.73644%.
4. The Government shall pay the Lessor annual rent in accordance with the following schedule:
- a. At the completion of the project through December 31, 2015, annual rent in the amount of \$11,847,318.12 at a (b) (4)
- b. For the period of January 1, 2016 through December 31, 2016, annual rent in the amount of \$12,018,128.99 at a (b) (4)
- c. For the period of January 1, 2017 through December 31, 2017, annual rent in the amount of \$12,191,844.25 at (b) (4)
- d. For the period of January 1, 2018 through December 31, 2018, annual rent in the amount of \$12,368,512.36 at (b) (4)

INITIALS:

LESSOR

&

GOVT













gk

ll

[REDACTED]

[Signature]

[Signature]

/s/ [Signature]

/s/ [Signature]





_____

_____









3. Upon substantial completion of the work, certification from a professional engineer, and receipt of a proper invoice from the Lessor, the Government shall make a onetime lump sum payment in the amount of \$ (b) (4) . The invoice must be submitted from RXR SL Owner LLC and all submitted documents must include PDN# PS0028201 as the reference number. The invoice must be submitted electronically on the Finance Website at www.finance.gsa.gov with a duplicate invoice to the attention of the Contracting Officer, including supporting documentation.

If you are unable to process the invoices electronically, you may mail the invoices to the following address:

**GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth Texas, TX 76102**

INITIALS:


LESSOR

&


GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 16
LEASE AMENDMENT	TO LEASE NO. GS-02B-23244
ADDRESS OF PREMISES: 601 West 26 th Street, New York 10001-1101	PDN Number:

THIS AMENDMENT is made and entered into between: RXR SL Owner, LLC

whose address is: 625 RSR Plaza
Uniondale, NY 11556-3815

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above referenced Lease to accurately reflect the tax base.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective Upon the Fully Executed Lease Amendment as follows:

1. The Real Estate Tax Base, as defined by Article 97 of the Rider to this Lease is \$(b) (4)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)

Signature

Name:

Title:

Entity Name:

Date:

ANTHONY J. D. PULSON
RXR SL OWNER LLC
7/19/16

FOR THE GOVERNMENT:

(b) (6)

Signature

Name:

Title:

GSA, Public Buildings Service,

Date:

Edyardo Vidal
Lease Contracting Officer
7/22/16

WITNESSED FOR THE LESSOR BY:

(b) (6)

Signature

Name:

Title:

Date:

7.19.16

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 17 TO LEASE NO. GS-02B-23244
ADDRESS OF PREMISES: 601 West 26 th Street, New York 10001-1101	PDN Number:

THIS AMENDMENT is made and entered into between: **RXR SL Owner, LLC**

whose address is: 625 RSR Plaza
Uniondale, NY 11556-3815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to (1) issue a Notice to Proceed for the Lessor's Work detailed in the construction drawings attached to this Lease Amendment as Exhibit "A", (2) state the square footage at the end of the construction project and (3) state the percentage of occupancy at the end of the construction project.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **October 18, 2016** as follows:

1. The lease amendment represents acceptance of the Elevator Construction and redesign of the Lobby and Security Area specifically detailed in the construction drawings attached to this lease amendment as Exhibit "A". The Lessor and Government both agree the cost for this construction including all cost for labor, materials, fees, overhead and profit and any other costs required to complete the work including any subsequent change orders authorized by the Government were borne by the Lessor at its sole cost and expense.
2. As a result of the foregoing construction work, effective October 18, 2016, the Lessor leases to the Government:
 - a. 117,689 ANSI/BOMA, yielding 156,433 rentable square feet of space on the (b) (6) floor as shown on Exhibit "A" of this lease amendment;
 - b. 15,942 ANSI/BOMA, yielding 21,843 rentable square feet of space on the (b) (6) floor as shown on Exhibit "B" of this lease amendment;
 - c. 2,050 ANSI/BOMA, yielding 3,004 rentable square feet of space on floor (b) (6), as shown on Exhibit "C" of this lease amendment;

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)

Signature:

Name:

Richard J. Connett

Title:

Authorized Person

Entity Name:

RXR SL Owner, LLC

Date:

10/16/17

FOR THE GOVERNMENT:

(b) (6)

Signature:

Name:

Eduardo Vidal

Title:

Lease Contracting Officer

GSA, Public Buildings Service,

Date:

11/2/17

WITNESSED FOR THE LESSOR BY:

(b) (6)

Signature:

Name:

Title:

Date:

10/16/17

- d. The parking on the (b) (4) floor shall continue to provide space for 120 vehicles. Any existing parking spaces on the (b) (4) floor required to accommodate the new elevator shaft shall be promptly replaced by the Lessor with the equivalent loss of spaces. The Lessor shall provide a parking plan for the area where any new parking spaces will be located for the Government's review and approval;
- e. Rooftop antenna space and dedicated riser space shall remain within existing shaft-ways.
3. Effective October 18, 2016, the tax base shall remain NYC FY 2002 (July 1, 2001 – June 30, 2002) but the percentage of occupancy is reduced to 8.73644%.
4. The Government shall pay the Lessor annual rent in accordance with the following schedule:
- a. For the period of October 18, 2016 through December 31, 2016, annual rent in the amount of \$12,018,128.99 at a (b) (4)
- b. For the period of January 1, 2017 through December 31, 2017, annual rent in the amount of \$12,191,844.25 at (b) (4)
- c. For the period of January 1, 2018 through December 31, 2018, annual rent in the amount of \$12,368,512.36 at (b) (4)

INITIALS:

LESSOR

&

GOVT